

CV-13 4668

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

YEKUSIEL WEISS on behalf of himself and  
all other similarly situated consumers

Plaintiff,

-against-

NORTHSTAR LOCATION SERVICES, LLC

Defendant.

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
AUG 10 2013  
LONG ISLAND OFFICE

IRIZARRY, J.  
REYES, JR, M.

CLASS ACTION COMPLAINT

*Introduction*

1. Plaintiff Yekusiel Weiss seeks redress for the illegal practices of Northstar Location Services, LLC in which it unlawfully engaged in the collection of consumer debts in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”).
2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 15 U.S.C. § 1692(a)(3) of the FDCPA.
4. The alleged debt that Defendant sought to collect from the Plaintiff involves a consumer debt.
5. Upon information and belief, Defendant’s principal place of business is located within Cheektowaga, New York.

6. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.
7. Defendant is a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

***Jurisdiction and Venue***

8. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, within this district.

***Allegations Particular to Yekusiel Weiss***

10. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
11. On or about July 16, 2012, August 9, 2012, and August 27, 2012, Defendant sent the Plaintiff collection letters seeking to collect a balance allegedly incurred for personal purposes.
12. Said letters provides various settlement offers and then concluded by stating: “Any payments or credits in excess of the agreed settlement amount will be applied against the account’s outstanding balance.”
13. Said letters are contradictory and outrageous, as the initial paragraphs of the letters lead the least sophisticated consumer to assume that once the agreed settlement has been paid in full, the account would be considered settled; while a succeeding paragraph in the said letters seems to suggest that if the debtor is to make a mistake and pay more than

the settlement amount agreed upon, the excess monies would go towards the amount already forgiven in the settlement.

14. The Defendant's said statements constitute a deceptive and misleading representation or means used in connection with the collection of a debt, in violation of the FDCPA, 15 U.S.C. §§ 1692e and 1692e(10).

**AS AND FOR A FIRST CAUSE OF ACTION**

***Violations of the Fair Debt Collection Practices Act brought by Plaintiff on behalf of himself and the members of a class, as against the Defendant.***

15. Plaintiff re-states, re-alleges, and incorporates herein by reference, paragraphs one (1) through fourteen (14) as if set forth fully in this cause of action.
16. This cause of action is brought on behalf of Plaintiff and the members of a class.
17. The class consists of all persons whom Defendant's records reflect resided in the State of New York and who were sent a collection letter; (a) bearing the Defendant's letterhead in substantially the same form as the letters sent to the Plaintiff on or about July 16, 2012, August 9, 2012, and August 27, 2012, sent within one year prior to the date of the within complaint; (b) the collection letters were sent to a consumer seeking payment of a consumer debt purportedly owed to Chase Bank U.S.A., N.A.; and (c) the collection letters were not returned by the postal service as undelivered; (d) that the Defendant made deceptive and misleading representation in said letters, in violation of 15 U.S.C. §§ 1692e, and 1692e(10).
18. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:
  - (a) Based on the fact that form collection letters are at the heart of this litigation, the class is so numerous that joinder of all members is impracticable.

(b) There are questions of law and fact common to the class and these questions predominate over any question(s) affecting only individual class members. The principal question presented by this claim is whether the Defendant violated the FDCPA.

(c) The only individual issue involves the identification of the consumers who received such collection letters (*i.e.* the class members). This is purely a matter capable of ministerial determination from the records of the Defendant.

(d) The claims of the Plaintiff are typical of those of the class members. All of the respective class claims are based on substantially similar facts and legal theories.

(e) The Plaintiff will fairly and adequately represent the class members' interests. The Plaintiff has retained counsel experienced in bringing class actions and collection abuse claims. The Plaintiff's interests are consistent with those of the members of the class.

19. A class action is superior for the fair and efficient adjudication of the class members' claims. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. 15 U.S.C. § 1692(k). The members of the class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

20. If the facts are discovered to be appropriate, the Plaintiff will seek to certify a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.

21. Collection attempts, such as those made by the Defendant are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

***Violations of the Fair Debt Collection Practices Act***

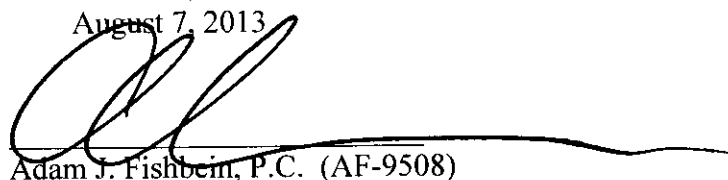
22. The Defendant’s actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.
23. Because the Defendant violated of the Fair Debt Collection Practices Act, the Plaintiff and the members of the class are entitled to damages in accordance with the Fair Debt Collection Practices Act.

WHEREFORE, Plaintiff, respectfully requests preliminary and permanent injunctive relief, and that this Court enter judgment in his favor and against the Defendant and award damages as follows:

- (a) Statutory and actual damages provided under the FDCPA, 15 U.S.C. § 1692(k);  
And
- (b) Attorney fees, litigation expenses and costs incurred in bringing this action; and
- (c) Any other relief that this Court deems appropriate and just under the circumstances.

Dated: Cedarhurst, New York

August 7, 2013



Adam J. Fishbein, P.C. (AF-9508)

Attorney At Law

**Attorney for the Plaintiff**

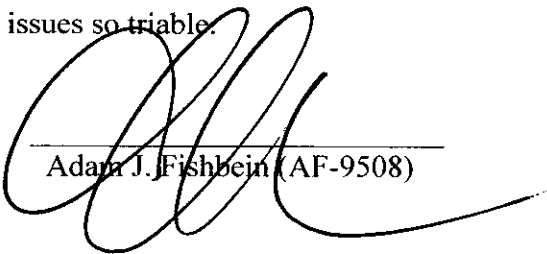
483 Chestnut Street

Cedarhurst, New York 11516

Telephone (516) 791-4400

Facsimile (516) 791-4411

Plaintiff requests trial by jury on all issues so triable.



Adam J. Fishbein (AF-9508)

4285 Genesee Street  
Cheektowaga, NY 14225-1943

**NORTHSTAR  
LOCATION SERVICES, LLC**  
1-866-677-2587  
Hours Mon-Thur 8AM-10PM ET,  
Fri 8AM-8PM ET, Sat 8AM-2PM ET

July 16, 2012

<b>Creditor:</b>	Chase Bank U.S.A., N.A.
<b>Account Number:</b>	*****9964
<b>Balance Due:</b>	\$5,479.54
<b>Amount Remitted:</b>	\$

201200000255587-J3P

\*A-01-76U-AM-02015-10



YEKUSIEL WEISS  
1369 41ST ST  
BROOKLYN NY 11218-3505



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Chase Bank U.S.A., N.A.	*****9964	\$5,479.54	

\*\*\*\*\* Special Settlement Offer \*\*\*\*\*

We have been authorized by our client, Chase Bank U.S.A., N.A., to offer you an opportunity to settle your account or you may choose to make a monthly partial payment. The following options are available to you:

- 1 payment of \$2,191.82, which is 40% of the current balance due by 07/31/12.
- 3 payments of \$913.26, which is 50% of the current balance due by 07/31/12, 08/30/12, and 09/29/12.
- Partial payment arrangement with a down payment of \$547.90 or 10% of the balance due by 07/26/12, and monthly payments thereafter of \$410.97 for 12 months due by the 26th of each month.

Should you wish to take advantage of any of these options, your first payment must be received by no later than 07/31/12.

Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void. We are not obligated to renew this offer.

Any payments or credits in excess of the agreed settlement amount will be applied against the account's outstanding balance.

Chase Bank USA, NA is required by the IRS to provide information about certain amounts that are discharged as a result of a cancellation of a debt on a form 1099C. If Chase Bank USA, NA is required to notify the IRS, you will receive a copy of the form 1099C that is filed with the IRS.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-677-2587
- MoneyGram ExpressPayment
- Credit or Debit Card
- Web Pay at [www.gotonls.com](http://www.gotonls.com)
- Pay in person at our office
- Enclose your payment in the envelope

You may contact Maggie Long toll free at 1-866-677-2587 or direct dial our Remittance Department at 1-866-677-2587 to make your payment.

This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.



Payment website: <https://www.gotons.com>

**NORTHSTAR  
LOCATION SERVICES, LLC**  
1-866-677-2587  
Hours Mon-Thur 8AM-10PM ET,  
Fri 8AM-8PM ET, Sat 8AM-2PM ET

<b>Creditor:</b>	Chase Bank U.S.A., N.A.
<b>Account Number:</b>	*****9964
<b>Balance Due:</b>	\$5,479.54
<b>Amount Remitted:</b>	\$

20120000255587-JP6

\*A-01-S8I-AM-05149-21

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

**YEKUSIEL WEISS**  
**1369 41ST ST**  
**BROOKLYN NY 11218-3505**

[illegible]

**NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943**

**To ensure proper credit, return this portion with your payment.**

<b>Creditor</b> Chase Bank U.S.A., N.A.	<b>Account #</b> *****9964	<b>Balance Due</b> \$5,479.54	<b>Amount Remitted</b>
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**We have been authorized by our client, Chase Bank U.S.A., N.A., to offer you an opportunity to settle your account. If you wish to take advantage of a settlement offer, you must select one of the following options:**

- 1 payment of \$2,246.61, which is 41% of the current balance due by 08/27/12.
- 6 payments of \$410.97, which is 45% of the current balance due by 08/27/12, 09/27/12, 10/27/12, 11/27/12, 12/27/12 and 01/27/13.

**Detach and submit the top portion of this letter along with your payment or if you prefer to pay by Check-by-Phone or Master Card/Visa, you may contact our office at 1-866-677-2587 to make arrangements. You may also visit our website at [www.gotonis.com](http://www.gotonis.com) to make a payment.**

**Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void. We are not obligated to renew this offer.**

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August 27, 2012

<b>Creditor:</b>	Chase Bank U.S.A., N.A.
<b>Account Number:</b>	*****9964
<b>Balance Due:</b>	\$5,479.54
<b>Amount Remitted:</b>	\$

201200000255587-J3P

\*A-01-5XE-AM-01603-B



YEKUSIEL WEISS  
1369 41ST ST  
BROOKLYN NY 11218-3505



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943

*To ensure proper credit, return this portion with your payment*

<b>Creditor</b>	<b>Account #</b>	<b>Balance Due</b>	<b>Amount Remitted</b>
Chase Bank U.S.A., N.A.	*****9964	\$5,479.54	

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- 3 payments of \$913.26, which is 50% of the current balance due by 09/11/12, 10/11/12, and 11/10/12.
- Partial payment arrangement with a down payment of \$547.90 or 10% of the balance due by 09/06/12, and monthly payments thereafter of \$410.97 for 12 months due by the 6th of each month.

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